

# **EXHIBIT A**

TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED: —  
TORT — MOTOR VEHICLE TORT — CONTRACT —  
EQUITABLE RELIEF — OTHER

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX ..... , ss



SUPERIOR COURT  
DEPARTMENT  
OF THE  
TRIAL COURT  
CIVIL ACTION  
No. 10-4298

ANDREW R. COOPER ..... , Plaintiff(s)

v.

KENEXA TECHNOLOGY, INC. , Defendant(s)

SUMMONS

To the above-named Defendant:

You are hereby summoned and required to serve upon ..... Marshall F. Newman, .....  
..... Newman & Newman, P.C. .... plaintiff's attorney, whose address is .....  
..... One McKinley Square, Boston, MA 02109 ...., an answer to the complaint which is herewith  
served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you  
fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also  
required to file your answer to the complaint in the office of the Clerk of this court at ..... Woburn, MA .....  
..... either before service upon plaintiff's attorney or within a  
reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may  
have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's  
claim or you will thereafter be barred from making such claim in any other action.

Witness, Barbara J. Rouse, Esquire, at ..... Woburn, Massachusetts .....  
the ..... 18th ..... day of ..... November .....  
....., in the year of our Lord ..... ten .....

Clerk

NOTES.

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all such defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

## PROOF OF SERVICE OF PROCESS

I hereby certify and return that on .....  
20....., I served a copy of the within summons, together with a copy of the complaint in this action, upon the within-named defendant, in the following manner (See Mass. R. Civ. P. 4 (d) (1-5));

GOOD AND SUFFICIENT SERVICE OF THE WITHIN SUMMONS, COMPLAINT, CIVIL ACTION  
COVER SHEET AND COUNSEL CERTIFICATION FORM IS HEREBY ACKNOWLEDGED AND  
ACCEPTED ON BEHALF OF THE DEFENDANT, KENEXA TECHNOLOGY, INC.

  
THEODORE J. COLLINS, ESQUIRE  
Brian M. Childs, 2010.

**N.B. TO PROCESS SERVER:**

**PLEASE PLACE DATE YOU MAKE SERVICE ON DEFENDANT IN THIS BOX  
ON THE ORIGINAL AND ON COPY SERVED ON DEFENDANT.**

( \_\_\_\_\_ )  
( ..... , 20..... )  
( ..... )

SUPERIOR COURT  
DEPARTMENT  
OF THE  
TRIAL COURT  
CIVIL ACTION  
No. ....  
MIDDLESEX....., ss.

Diff.

Def

**SUMMONS**  
(Mass. R. Civ. P. 4)

<b>CIVIL ACTION COVER SHEET</b>		TRIAL COURT OF MASSACHUSETTS SUPERIOR COURT DEPARTMENT	DOCKET NO. _____
COUNTY OF		MIDDLESEX	
<b>PLAINTIFF(S)</b> ANDREW R. COOPER		<b>DEFENDANT(S)</b> KENEXA TECHNOLOGY, INC.	

Type Plaintiff's Attorney name, Address, City/State/Zip  
Phone Number and BBO# Type Defendant's Attorney Name, Address, City/State/Zip  
Phone Number (If Known)

MARSHALL F. NEWMAN  
NEWMAN & NEWMAN, P.C.  
ONE MCKINLEY SQUARE  
BOSTON, MA 02109  
617-227-3361 BBO #370560

TYPE OF ACTION AND TRACK DESIGNATION (See reverse side)		
CODE NO.	TYPE OF ACTION (specify)	TRACK
	BREACH OF EMPLOYMENT CONTRACT A99 Other (specify) - Fast Track	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

TORT CLAIMS (Attach additional sheets as necessary)		
A. Documented medical expenses to date:		\$ _____
1. Total hospital expenses		\$ _____
2. Total doctor expenses		\$ _____
3. Total chiropractic expenses		\$ _____
4. Total physical therapy expenses		\$ _____
5. Total other expenses (describe)		\$ _____
Subtotal		\$ _____
B. Documented lost wages and compensation to date		\$ _____
C. Documented property damages to date		\$ _____
D. Reasonably anticipated future medical expenses		\$ _____
E. Reasonably anticipated lost wages and compensation to date		\$ _____
F. Other documented items of damages (describe)		\$ _____
G. Brief description of plaintiff's injury, including nature and extent of injury (describe)		
Total \$ _____		

CONTRACT CLAIMS (Attach additional sheets as necessary)		
Provide a detailed description of claim(s):		
BREACH OF EMPLOYMENT CONTRACT. FAILURE TO PAY BONUS FOR 2008 IN THE AMOUNT OF \$75,400.00 AND 2009 IN THE AMOUNT OF \$84,400.00.		TOTAL \$159,800

PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT

"I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods." *[Signature]*

Signature of Attorney of Record

A.O.S.C. 3-2007

MARSHALL F. NEWMAN

Date: Nov 12, 2010

**CIVIL ACTION COVER SHEET INSTRUCTIONS**  
**SELECT CATEGORY THAT BEST DESCRIBES YOUR CASE**

<b>* CONTRACTS</b>		<b>* REAL PROPERTY</b>		<b>MISCELLANEOUS</b>	
A01 Services, Labor and Materials	(F)	C01 Land Taking (eminent domain)	(F)	E02 Appeal from Administrative	
A02 Goods Sold and Delivered	(F)	C02 Zoning Appeal, G.L. c.40A	(F)	Agency G.L. c. 30A	(X)
A03 Commercial Paper	(F)	C03 Dispute concerning title	(F)	E03 Claims against Commonwealth	
A08 Sale or Lease of Real Estate	(F)	C04 Foreclosure of mortgage	(X)	or Municipality	(A)
A12 Construction Dispute	(A)	C05 Condominium Lien & Charges	(X)	E05 Confirmation of Arbitration Awards	(X)
A99 Other (Specify)	(F)	C99 Other (Specify)	(F)	E07 G.L. c.112, s.12S (Mary Moe)	(X)
E03 Claims against Commonwealth or Municipality	(A)	E03 Claims against Commonwealth or Municipality	(A)	E08 Appointment of Receiver	(X)
				E09 General Contractor bond, G.L. c. 149, ss. 29, 29a	(A)
				E11 Worker's Compensation	(X)
				E12 G.L.c.123A, s.12 (SDP Commitment)	(X)
				E14 G.L. c. 123A, s. 9 (SDP Petition)	
				E15 Abuse Petition, G. L. c. 209A	(X)
				E16 Auto Surcharge Appeal	(X)
				E17 Civil Rights Act, G.L. c.12, s. 11H	(A)
				E18 Foreign Discovery Proceeding	(X)
				E19 Sex Offender Registry G.L. c. 178M, s. 6	(X)
				E25 Plural Registry (Asbestos cases)	
				E95 **Forfeiture G.L. c. 94C, s. 47	(F)
				E96 Prisoner Cases	(F)
				E97 Prisoner Habeas Corpus	(X)
				E99 Other (Specify)	(X)

**\*Claims against the Commonwealth or a municipality are type E03, Average Track, cases.**

**\*\*Claims filed by the Commonwealth pursuant to G L c 94C, s 47 Forfeiture cases are type E95, Fast track.**

TRANSFER YOUR SELECTION TO THE FACE SHEET.

EXAMPLE:

CODE NO.	TYPE OF ACTION (SPECIFY)	TRACK	IS THIS A JURY CASE?
B03	Motor Vehicle Negligence-Personal Injury	(F)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> [ ]

**SUPERIOR COURT RULE 29**

**DUTY OF THE PLAINTIFF.** The plaintiff or his/her counsel shall set forth, on the face sheet (or attach additional sheets as necessary), a statement specifying in full and itemized detail the facts upon which the plaintiff then relies as constituting money damages. A copy of such civil action cover sheet, including the statement as to the damages, shall be served on the defendant together with the complaint. If a statement of money damages, where appropriate is not filed, the Clerk-Magistrate shall transfer the action as provided in Rule 29(5)(C).

**DUTY OF THE DEFENDANT.** Should the defendant believe the statement of damages filed by the plaintiff in any respect inadequate, he or his counsel may file with the answer a statement specifying in reasonable detail the potential damages which may result should the plaintiff prevail. Such statement, if any, shall be served with the answer.

**A CIVIL ACTION COVER SHEET MUST BE FILED WITH EACH COMPLAINT.**

**FAILURE TO COMPLETE THIS COVER SHEET THOROUGHLY AND ACCURATELY  
 MAY RESULT IN DISMISSAL OF THIS ACTION.**

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

SUPERIOR COURT  
CIVIL ACTION NO.

10-4098

ANDREW R. COOPER,	)
	)
Plaintiff,	)
	)
v.	)
	)
KENEXA TECHNOLOGY, INC.,	)
	)
Defendant.	)
	)

**COMPLAINT**

1. The plaintiff is of Beverly Farms, Essex County, Massachusetts.
2. The defendant is a foreign corporation organized under the laws of the Commonwealth of Pennsylvania; it has a usual place of business within the Commonwealth of Massachusetts at 343 Winter Street, Waltham, Middlesex County, Massachusetts.
3. The plaintiff entered into an Employment Agreement with a company named "BrassRing, Inc." ("the Employment Contract").
4. Under the Employment Contract, the plaintiff was to serve as Chief Information officer of BrassRing and was to receive a base salary of

One Hundred Sixty-Six Thousand (\$166,000.00) Dollars and a year-end bonus equal to thirty (30%) percent of his base salary or Forty-Nine Thousand Eight Hundred (\$49,800.00) Dollars.

5. After several years, plaintiff's annual base salary increased to One Hundred Seventy-Eight Thousand (\$178,000.00) Dollars and an annual bonus of Fifty-Three Thousand Four Hundred (\$53,400.00) Dollars.

6. During calendar 2006, BrassRing was acquired by the defendant.

7. After the defendant acquired BrassRing, the plaintiff remained as Chief Information Officer of the defendant, with the same salary and bonus.

8. In November 2006, defendant approached the plaintiff and offered him a Thirty-Six Thousand (\$36,000.00) Dollar increase in his year-end bonus if he would accept an Eighteen Thousand (\$18,000.00) Dollar reduction in base salary.

9. According to the defendant, the defendant would conduct a year-end review and, if the plaintiff were to meet his performance goals, the plaintiff would receive his year-end bonus in full.

10. The plaintiff agreed to the defendant's proposal, and his base salary was accordingly reduced by Eighteen Thousand (\$18,000.00) Dollars.

11. During 2007, the plaintiff met or exceeded all of the performance goals which the plaintiff and the defendant had jointly established for him.

12. Though it did not conduct a formal year-end review, the defendant determined that the plaintiff had indeed met or exceeded those performance goals for 2007 and, accordingly, paid the plaintiff his year-end bonus of Eighty-Nine Thousand Four Hundred (\$89,400.00) Dollars.

13. In 2008, the plaintiff again met or exceeded all of his performance goals.

14. As a result of having achieved those performance goals, the plaintiff was entitled to receive his full bonus of Eighty-Nine Thousand Four Hundred (\$89,400.00) Dollars.

15. In violation of the agreement between the parties, the defendant (a) did not conduct the 2008 review until February, 2009 and (b) paid the plaintiff only Fourteen Thousand (\$14,000.00) Dollars in bonus for 2008, leaving a balance due him of Seventy-Five Thousand Four Hundred (\$75,400.00) Dollars for calendar year 2008.

16. In 2009, the plaintiff yet again met or exceeded the performance goals which had been established by the defendant in conjunction with the plaintiff.

17. As a result of the plaintiff having achieved those performance goals, the defendant was obligated to pay to the plaintiff the sum of Eighty-Nine Thousand Four Hundred (\$89,400.00) Dollars as a year-end bonus.

18. In breach of the agreement between the plaintiff and the defendant, the defendant (a) conducted no year-end performance review and (b) unilaterally and arbitrarily decided to pay the plaintiff only Five Thousand (\$5,000.00) Dollars of his year-end bonus for 2009, leaving a balance due the plaintiff for his 2009 year-end bonus of Eighty-Four Thousand Four Hundred (\$84,400.00) Dollars.

19. In April 2010, the plaintiff requested the defendant to pay him the balance due him for his year-end bonus for calendar year 2008 and 2009.

20. The defendant stated to the plaintiff that it would "look into it" and would contact him with its answer.

21. On May 12, 2010, instead of advising the plaintiff when he would be paid the balance of his year-end bonus for 2008 and 2009, the defendant abruptly fired the plaintiff.

22. The plaintiff has sustained damages as a direct consequence of the defendant's breach of contract.

**WHEREFORE**, plaintiff prays that this Court determine the amount of damages sustained by the plaintiff as a proximate result of the defendant's breach of contract and that it enter judgment in that amount together with interest thereon from the date of breach and that the plaintiff be awarded his costs of this action.

THE PLAINTIFF DEMANDS A TRIAL BY JURY.

ANDREW R. COOPER,  
By his attorney,

*Marshall F. Newman*

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DATED: November 11, 2010